

Exhibit 3



UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO: \_\_\_\_\_

**05-80807**

**CIV-COHN** MAGISTRATE JUDGE  
SNOW

AIRTIME MANAGEMENT, INC.

Plaintiff,

v.

TIME TECHNOLOGIES, INC. and JOSEPH  
BEKANICH, individually,

Defendants.

**NIGHT BOX  
FILED**

**SEP - 2 2005**

CLARENCE MADDOX  
CLERK, USDC/SDFL/ETU

**COMPLAINT WITH DEMAND FOR JURY TRIAL**

Plaintiff, Airtime Management, Inc., a privately held corporation organized under the laws of the Commonwealth of Pennsylvania ("Airtime" or "Plaintiff Airtime"), by and through its attorneys, alleges the following:

**A. PARTIES**

1. Plaintiff Airtime is a privately-held for-profit corporation organized under the laws of the Commonwealth of Pennsylvania with a principal place of business at 8070 Georgia Ave, Suite 303, Silver Spring, MD 20910.

2. Defendant, Time Technologies, Inc. ("Time Technologies" or "Defendant Time Technologies") is a domestic privately held for-profit corporation organized under the laws of the State of Florida (Articles of Incorporation No.: P05000044097) on March 24, 2005, and transacting interstate commerce for all purposes within this judicial district, and having the principal and mailing address of 2519 N. Ocean Boulevard, Boca Raton, Florida 33431-7821. "Time Technologies" is also listed as the fictitious business name filed January 10,

2005 of a business with a certificate of authority to transact business within the State of Florida, having an address within the judicial district at 2519 N. Ocean Boulevard, Boca Raton, Florida 33431-7821, and listing a "Joseph Bekanich" as owner.

3. Defendant, Joseph Bekanich a/k/a Joseph A. Bekanich, Joseph F. Bekanich, Joseph M. Bekanich ("Bekanich" or "Defendant Bekanich") is an adult individual and resident of Florida, who is registered as President, Secretary and Treasurer, and Director, of Defendant Time Technologies, transacting interstate commerce within this judicial district, and is domiciled within this judicial district at 2519 N. Ocean Boulevard, Boca Raton, Florida 33431-7821.

**B. CAUSE OF ACTION, JURISDICTION, AND VENUE**

4. This federal question cause of action arises under the Lanham Section 43 of the Lanham Trademark Act of 1946, 15 U.S.C. § 1125 *et seq.*

5. This Court has subject matter jurisdiction over the trademark infringement, false designation of origin, and unfair competition claims pursuant to 28 U.S.C. §§ 1331 and 1338.

6. This Court has subject matter jurisdiction over the state law claims under principles of diversity jurisdiction pursuant to 28 U.S.C. § 1332, as on the basis of information and belief, the parties are citizens of different states and the amount in controversy exceeds, exclusive of interest and costs, the sum of seventy-five thousand (\$75,000.00) dollars.

7. This Court also has subject matter jurisdiction over the state law claims under principles of pendant or supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a).

8. This Court has personal jurisdiction over Defendant Time Technologies and Defendant Bekanich, because Defendant Time Technologies and Defendant Bekanich reside and are transacting business in the State of Florida within this judicial district.

9. Venue is proper in the Southern District of Florida under 28 U.S.C. § 1391(a), (b), and (c), because a substantial portion of the events which gave rise to the claims in this complaint occurred in this judicial district and, upon information and belief, Defendant Time Technologies and Defendant Bekanich reside in this judicial district and are subject to its personal jurisdiction.

C. **FACTUAL ALLEGATIONS COMMON TO ALL OF THE COUNTS OF THE COMPLAINT**

10. Plaintiff Airtime, Inc. was incorporated as Bright Star Technologies, Inc. ("Bright Star") on January 22, 2003, in the Commonwealth of Pennsylvania.

11. Defendant Bekanich was elected as an officer and member of the board of directors of Bright Star as of January 22, 2003, the date of incorporation.

12. As an officer of Bright Star, Defendant Bekanich was given a memorandum by the officers of Bright Star, on or about July 15, 2003, the date of incorporation of Bright Star, that promised Defendant Bekanich 350,000 shares in Bright Star at the point in time when actual stock certificates were to be issued. Defendant Bekanich executed a shareholders agreement setting forth his understanding of his duties and obligations to Bright Star.

13. On information and belief, on or about July 1, 2004, Defendant Bekanich requested of the board of Bright Star that he desired to sell 14,337 of his shares in Bright Star to a third party, for the amount of \$20,000. At that same time, Bekanich asked of a member of the board if he could borrow \$5,000 and he would repay the \$5,000 loan when he received the funds he would receive from the sale of the shares to the third party. The board then approved the sale of 14,337 shares of Airtime for the amount of \$20,000, the price being established by and between Bekanich and the third party. On or about August 31, 2003, Defendant Bekanich represented to the board of directors of Bright Star that he was only offered

and received \$5,000 for the 14,337 shares of Bright Star, and therefore, as he did not still have the money, he could not repay the the \$5,000 loan, as agreed. Subsequent to that representation by Defendant Bekanich, the board of directors of Bright Star learned that Defendant Bekanich had indeed sold all 14,337 shares to the third party for the amount of \$20,000 and failed to deliver any monies from said sale to Bright Star as required under the terms of the Shareholders Agreement executed by Defendant Bekanich.

14. On April 3, 2003, Defendant Bekanich, while an officer and member of the board of directors of Bright Star, executed a patent assignment conveying all rights, title and interests in a U.S. patent application having Serial Number 10/253,715, filed on September 25, 2002, listing Defendant Bekanich as sole inventor, to Bright Star. The patent assignment executed by Defendant Bekanich on April 3, 2003 ("Assignment Agreement") conveyed all rights, title and interests in the Application having Serial Number 10/253,715 to Bright Star, and the inventions therein, as well as conveying to Bright Star all *future* interests and rights in "... any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon." (emphasis added). The assignment agreement established a continuing duty and obligation on the part of Defendant Bekanich to assist and assign all future patent applications and patents relating to the inventions and in which Defendant Bekanich was an inventor to Plaintiff Airtime.

15. On or about July 7, 2003, Defendant Bekanich, while a member of the board of directors of Bright Star, borrowed monies from another board member of Airtime in the form of an outstanding unsecured loan in the amount of \$5,000.00 . No monies from said loan have been repaid to the lender in any form to date.

16. On October 22, 2003, the board of directors of Bright Star filed paperwork with the Commonwealth of Pennsylvania Corporation Bureau to change the name from Bright Star to Airtime Management, Inc.

17. On information and belief, on or about July 8, 2004, while still a member of the board of directors of Plaintiff Airtime, Defendant Bekanich surreptitiously started a competing company having the fictitious name of "Time Technologies, Inc." and subsequently filed the necessary paperwork to have such business certified to transact business within the State of Florida pursuant to Florida Statute § 607.0128. Defendant Time Technologies' listed principal address is 2519 N. Ocean Boulevard, Boca Raton, Florida 33431-7821, the same address as the domicile of Defendant Bekanich. The existence of the competing Defendant Time Technologies and Defendant Bekanich's involvement in its formation as its president was never disclosed to the board of directors of Plaintiff Airtime.

18. On July 28, 2004, the board of directors of Bright Star issued shares to all shareholders and founders of Bright Star. The board also issued a memorandum of understanding that Defendant Bekanich, due to his self-dealing and breach of duty of loyalty to Bright Star, forfeited 75.0% of the then 350,000 shares (for a sub total of 87,500 shares) promised to be tendered to Defendant Bekanich upon stock certificate issuance, resulting in a total of 87,500 shares of Bright Star held in the name of Defendant Bekanich. The board of directors of Plaintiff Airtime convened and passed a resolution removing Defendant Bekanich as an officer of Plaintiff Airtime due to his self-dealing and breach of the fiduciary duty of loyalty to Plaintiff Airtime as a corporate officer. Defendant Bekanich was provided with prior written notice of the July 28, 2004 meeting but did not attend.

19. On September 24, 2004, Defendant Bekanich was removed as a member of the board of directors of Plaintiff Airtime by means of a vote of a majority of the shareholders of Plaintiff Airtime.

20. During the time period in which Defendant Bekanich was a officer and member of the board of directors of Airtime, Bright Star filed one provisional U.S. patent application and one regular U.S. patent application for inventions relating to methods and apparatus for monitoring the time usage of cellular phones, text messaging devices, and other similar communications devices for recording usage to an account or client during a time period such a billing cycle. The one regular U.S. patent application of Airtime filed after Bright Star was incorporated, listed Defendant Bekanich as the sole inventor, viz., Serial Number 10/669,628, and was filed September 25, 2003. The one provisional U.S. patent application (60/485,128) listed Defendant Bekanich as one of two applicants, and was filed by Bright Star on July 8, 2003. Under the Assignment Agreement, all rights, title and interests in these applications should have been assigned to Bright Star. Furthermore, because of his fiduciary obligations to Bright Star as an officer and director, and involvement in research for the company, Bekanich was obligated to assign these applications to Bright Star.

21. On September 25, 2002, prior to the date of incorporation of Bright Star, Defendant Bekanich, through his attorneys, filed a U.S. patent application having Serial Number 10/253,715 (published on October 14, 2004 as Patent Publication 2004/0203587 A1), listing Defendant Bekanich as sole inventor. United States patent application Serial Number 10/253,715 recites claims for apparatus for monitoring the time usage of cellular phones, text messaging devices, and other similar communications devices for recording usage to an account or client during a time period such a billing cycle. Under the Assignment Agreement, all rights, title and interest in this application were transferred to Bright Star.

22. On or about July 8, 2004, while still an officer and member of the board of directors of Plaintiff Airtime, with all fiducial duties and obligations incumbent upon him, Defendant Bekanich surreptitiously prepared and filed an unauthorized *pro se* regular U.S. patent application entitled "Method for Monitoring Billable and Non-Billable Call Time On A Wireless Communications Device," having Serial Number 10/885,653 and claiming priority benefit to the provisional U.S. patent application (60/485,128) filed by Plaintiff Airtime ("Bright Star") back on July 8, 2003. In view of both his fiduciary obligations and his obligations under the Assignment Agreement, Bekanich was obligated to assign this application and all intellectual property rights disclosed therein to Bright Star.

23. The *pro se* patent application having Serial Number 10/885,653, filed by Defendant Bekanich on July 8, 2004, contained the trade secrets and confidential business information, and for the first time used the trademark "CLIENTCALL-MANAGER." All of the intellectual property disclosed in such application should have been assigned to Airtime.

24. Defendant Bekanich's unauthorized filing of the *pro se* patent application having Serial Number 10/855,653, while still an officer and member of the board of directors of Plaintiff Airtime, constituted a breach of his fiduciary duty of loyalty to Plaintiff Airtime under the common law of Florida and a misappropriation of trade secrets of Plaintiff Airtime under Florida state and common law, and resulted in pecuniary gain to Defendant Bekanich and Defendant Time Technologies.

25. On or about March 26, 2003, while still an officer and member of the board of directors of Plaintiff Airtime ("Bright Star"), Defendant Bekanich personally registered the domain name "http://www.airtime-manager.com" in his own name as the listed owner.

26. Plaintiff Airtime has been injured by the disclosure of its trade secrets and confidential business information, and the interstate use of the domain name



"http://www.airtime-manager.com", by Defendant Bekanich's unauthorized act of filing a *pro se* U.S. patent application, Serial Number 10/855,653, which was published per operation of law on February 24, 2005 as Publication No. 2005/0043065, allowing competitors of Airtime to benefit from learning Airtime's trade secrets and confidential business information.

27. Plaintiff Airtime also owns all intellectual property contained in and/or disclosed by the misappropriated use by Defendant Bekanich in an unauthorized filing of a U.S. patent application by Defendant Bekanich, having Serial Number 10/885,653, and filed July 8, 2004, while he was still a member of the board of directors of Plaintiff Airtime, and during which time period Defendant Bekanich had a continuing obligation to assign all intellectual property rights created within the scope of his duties as a board member to Plaintiff Airtime.

28. While Defendant Bekanich was obligated to assign all rights in the trademark "CLIENTCALL-MANAGER," Defendant has not done so and instead has exploited such mark for the benefit of the Defendants.

29. Defendant Bekanich's use of, and trafficking in, the trademarks "AIRTIME-MANAGER" and "CLIENTCALL-MANAGER" in connection with interstate advertising, sale, and web site promotion of Defendants' business including, but not limited to, the bad faith intent to profit from the infringing use of the domain names "http://www.airtime-manager.com" and/or "http://www.clientcall-manager" was, and is, likely to confuse a substantial number of consumers into believing that Defendants' services are sponsored or approved by, emanate from, or are otherwise associated with Plaintiff Airtime. Defendants' use of these trademarks and domain names constitutes trademark infringement, false designation of origin, and unfair competition in violation of Airtime's rights under 15 U.S.C. § 1125 *et seq.*, as well as under Florida state and common law.

30. Defendant Bekanich's use of Plaintiff Airtime's "AIRTIME-MANAGER" trademark to target and entice Airtime's customers to cancel their relations with Airtime constitutes intentional interference with contractual relations and prospective economic advantage under Florida common law, and the laws of other states.

31. The value of Plaintiff Airtime's "AIRTIME-MANAGER" and "CLIENTCALL-MANAGER" state and common law trademarks, trade secrets, and interstate advertising, sale and web site promotion, as unlawfully used or acted upon by Defendants, exceeds seventy-five thousand dollars (\$75,000).

32. Plaintiff Airtime filed U.S. Trademark Application Serial No. 76/608616 for the mark "AIRTIME-MANAGER" on August 25, 2004. On the basis of its interstate use and application, Plaintiff Airtime has established valuable trademark rights in the term "AIRTIME-MANAGER" as applied to methods and apparatus for monitoring the time usage of cellular phones, text messages, and other similar communications devices for recording usage to an account or client during a time period such a billing cycle. Plaintiff Airtime alleges that it rightfully owns the trademarks "AIRTIME-MANAGER" and "CLIENTCALL-MANAGER," as well as the domain names "http://www.airtime-manager.com" and "http://www.clientcall-manager.com" that have been and are being used in interstate commerce in the ordinary course of Defendants' business.

33. Plaintiff Airtime alleges that it also owns all legal and equitable rights, title and interests in all outstanding shares of Plaintiff Airtime that were and are held by Defendant Bekanich obtained while he was an officer and member of the board of directors of Plaintiff Airtime.

## **COUNT I.**

### **(False Designation of Origin and Unfair Competition Under 15 U.S.C. § 1125)**

34. Plaintiff repeats, alleges and hereby incorporates by reference the preceding allegations contained in Paragraphs 1 through 33 of this Complaint, as though the same were fully and completely set forth herein.

35. This claim is for False Designation of Origin and Unfair Competition in violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

36. Defendants' use of the "AIRTIME-MANAGER" and "CLIENTCALL-MANAGER" trademarks in interstate commerce, including web site usage, as described above, has falsely designated the origin of Defendants' products and services, and has caused, and is likely to cause, confusion, mistake and deception as to the affiliation, connection, or association of the "AIRTIME-MANAGER" and "CLIENTCALL-MANAGER" trademarks, thereby implying origin, sponsorship, or approval of Plaintiff Airtime. In view of the foregoing, Defendants have falsely designated the origin of goods and services owned by Plaintiff Airtime and competed unfairly with Plaintiff Airtime, in violation of 15 U.S.C. § 1125(a)(1)(A).

37. Defendants exhibited a bad faith intent to profit from using the "AIRTIME-MANAGER" trademark in connection with their use of the domain name "http://www.airtime-manager.com", and has caused, and is likely to cause, confusion, mistake and deception as to the affiliation, connection, or association of Defendants' use of the "AIRTIME-MANAGER" trademark with the origin, sponsorship, or approval by Plaintiff Airtime. In view of the foregoing, Defendants have falsely designated the origin of goods and services owned by Plaintiff Airtime and competed unfairly with Plaintiff Airtime, in violation of 15 U.S.C. § 1125(d)(1)(B)(i).

38. On information and belief, Defendants' acts of false designation of origin and unfair competition have been done willfully and deliberately and the Defendants have

profited and been unjustly enriched by sales that Defendants would not otherwise have made but for their unlawful conduct.

39. Defendants' acts described above have caused injury and damages to Airtime and have caused irreparable injury to Airtime's goodwill and reputation and, unless enjoined, will cause further irreparable injury, whereby Airtime has no adequate remedy at law.

40. Plaintiff Airtime is entitled to recover all damages, including attorneys' fees, that Plaintiff has sustained and will sustain, and all gains, profits and advantages obtained by Defendants as a result of their infringing acts alleged above in an amount not yet known, and the costs of this action.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment against Defendants as requested below in the Prayer for Relief.

## **COUNT II.**

### **(Florida State Statutory and Common Law Unfair Competition and Trademark Infringement)**

41. Plaintiff repeats, alleges and hereby incorporates by reference the preceding allegations contained in Paragraphs 1 through 33 and 36 through 39 of this Complaint, as though the same were fully and completely set forth herein.

42. Defendants' unlawful acts in appropriating rights in Plaintiff's trademarks including, but not limited to "AIRTIME-MANAGER" and "CLIENTCALL-MANAGER," were intended to capitalize on Plaintiff's goodwill and compete unfairly for Defendants' own pecuniary gain. Plaintiff has expended substantial time, resources and effort to obtain and maintain an excellent reputation for itself and its trademarks. As a result of Plaintiff's legitimate business efforts, Defendants are now unjustly enriched by sales that would otherwise not have been made but for their unlawful conduct. Defendants are benefiting from intangible property rights that rightfully belong to Plaintiff.

43. Defendants' intentional and unauthorized use of Plaintiff's trademarks on infringing products and services have caused, and are likely to cause, confusion and mistake as to the source of Defendants' software and services, all to the detriment of Plaintiff.

44. Defendants' acts are willful, deliberate, and intended to confuse and deceive the public and to injure Plaintiff.

45. Defendants' acts constitute unfair competition and trademark infringement under Florida State Statutes §§ 491.151 and § 501.204 , under Florida common law, and the laws of other states.

46. Plaintiff Airtime has been irreparably harmed and will continue to be irreparably harmed as a result of Defendants' unlawful acts unless Defendants are permanently enjoined from their unlawful conduct, whereby Plaintiff Airtime has no adequate remedy at law.

47. Plaintiff Airtime is entitled to injunctive relief prohibiting Defendants from using Plaintiff's trademarks, and to recover all damages, including attorneys' fees, that Plaintiff has sustained and will sustain, and all gains, profits and advantages obtained by Defendants as a result of their infringing acts alleged above in an amount not yet known, and the costs of this action.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment against Defendants as requested below in the Prayer for Relief.

### **COUNT III.**

#### **(Common Law Action On Debt)**

48. Plaintiff repeats, alleges and hereby incorporates by reference the preceding allegations contained in Paragraphs 1 through 33 of this Complaint, as though the same were fully and completely set forth herein.

49. Defendant Bekanich, while a member of the Board of Directors of Airtime, Inc., borrowed monies from another board member of Airtime in the form of an outstanding unsecured loan.

50. Defendant Bekanich owes to Plaintiff Airtime, the full amount of the outstanding loan, to wit, \$5,000.00, plus interest at the statutory rate of six percent (6%) from the date of such loan.

51. Defendant Bekanich has failed to pay and refuses to pay the amount owed on the outstanding loan, plus interest.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment against Defendants as requested below in the Prayer for Relief.

#### **COUNT IV.**

##### **(Common Law Breach of Fiduciary of Loyalty)**

52. Plaintiff repeats, alleges and hereby incorporates by reference the preceding allegations contained in Paragraphs 1 through 33 of this Complaint, as though the same were fully and completely set forth herein.

53. Defendant Bekanich received 87,500 actual shares while an officer and member of the board of directors of Plaintiff Airtime.

54. Defendant Bekanich, as a corporate officer and member of the board of directors, owed a fiduciary duty of loyalty to Plaintiff Airtime which included the duty to assign all intellectual property developed by Defendant Bekanich in the scope of his duties as an officer and member of the board to Plaintiff Airtime.

55. On July 8, 2004, while still on officer and member of the board of directors of Airtime, Defendant Bekanich surreptitiously filed an unauthorized *pro se* patent application entitled "Method for Monitoring Billable and Non-Billable Call Time On A Wireless

Communications Device,” having Serial Number 10/885,653, and claiming priority benefit to a provisional patent application filed by Plaintiff Airtime on July 8, 2003.

56. The *pro se* patent application Serial Number 10/885,653 filed by Defendant Bekanich contained the trade secrets and confidential business information, all owned and enjoyed by Plaintiff Airtime.

57. Defendant Bekanich's acts constituted tortious breach of his fiduciary duty of loyalty and tortious misappropriation of trade secrets under Florida state and/or common law has caused Plaintiff Airtime to incur damage and continue to be damaged, whereby Plaintiff Airtime has no adequate remedy at law.

58. Plaintiff Airtime is entitled to all legal and equitable rights, title and interests in all trade secrets and confidential business information, trademarks and other intellectual property misappropriated and disclosed in *pro se* patent application Serial Number 10/885,653 filed by Defendant Bekanich.

59. Plaintiff Airtime is entitled to a return of all legal and equitable rights, title and interests in all shares of Plaintiff Airtime that were and are held in the name of Defendant Bekanich obtained while he was an officer and member of the board of directors of Plaintiff Airtime.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment against Defendants as requested below in the Prayer for Relief.

**COUNT V.**

**(Common Law Interference with Contractual Relations  
and Prospective Economic Advantage)**

60. Plaintiff repeats, alleges and hereby incorporates by reference the preceding allegations contained in Paragraphs 1 through 33 of this Complaint, as though the same were fully and completely set forth herein.

61. Through its business dealings, Airtime has developed actual and prospective contractual relationships with actual and prospective customers.

62. Defendants have purposefully sought out Plaintiff's Airtime's customers with the intent of convincing them to terminate their contracts and other prospective relationships with Airtime.

63. Defendants' actions regarding Airtime's actual and prospective customers have interfered with Airtime's contractual relations with actual customers and with Airtime's prospective economic advantage from both actual and prospective customers.

64. As a direct and proximate result of Defendants' past and continuing acts of interference, Airtime has been and continues to be damaged.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment against Defendants as requested below in the Prayer for Relief.

#### **COUNT VI.**

##### **(Misappropriation of Trade Secrets)**

65. Plaintiff repeats, alleges and hereby incorporates by reference the preceding allegations contained in Paragraphs 1 through 33 of this Complaint, as though the same were fully and completely set forth herein.

66. Defendant Bikanich was a member of the board of directors of Plaintiff Airtime from January 22, 2003 until September 24, 2004, and in that capacity, he received access to trade secrets and confidential business information owned and maintained by Plaintiff Airtime.

67. Plaintiff Airtime zealously maintains its trade secrets and confidential business information as part of its ordinary course of business.



68. While employed as an officer of Airtime, Defendant Bekanich had a fiducial duty of loyalty under the common law of the Commonwealth of Pennsylvania to maintain and protect Airtime's trade secrets and confidential business information. Even after Defendant Bekanich was voted out as a member of the board of directors by a majority vote of the shareholders of Airtime on September 24, 2004, Defendant Bekanich had an ongoing duty not to disclose or reveal trade secrets and confidential business information under the common law of the Commonwealth of Pennsylvania.

69. Upon information and belief, Defendant Bekanich, while a member of the board of directors of Airtime, misappropriated trade secrets and confidential business information that was intellectual property owned and maintained by Airtime and converted such trade secrets and confidential business information to his own pecuniary gain by filing an unauthorized *pro se* application for a U.S. patent with the U.S. Patent and Trademark Office on July 8, 2004, entitled "Method For Maintaining Billable and Non-Billable Call Time On A Wireless Communication Device," in Serial Number 10/885,653, which was published to the public at large on February 24, 2005 as U.S. Patent Publication 2005/0043065 A1, listing Defendant Bekanich as the sole inventor and sole point of contact.

70. The inventions willfully disclosed in the specification and claims of application Serial Number 10/885,653 are the trade secrets and confidential business information of Plaintiff Airtime.

71. As a direct and proximate cause of Defendant Bekanich's willful misappropriation of Airtime's trade secrets and confidential business information, Plaintiff Airtime has been and continues to be damaged due to the unauthorized public disclosure of trade secrets and confidential business information owned by Plaintiff Airtime.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment against Defendants as requested below in the Prayer for Relief.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment against Defendants as follows:

(a) Ordering that Defendants be adjudged to have violated Section 43(a), of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A), to have committed acts of false designation of origin and unfair competition by the unauthorized use of Airtime's trademarks "AIRTIME-MANAGER" and "CLIENTCALL-MANAGER" in interstate commerce;

(b) Ordering that pursuant to 15 U.S.C. § 1125(d)(1)(C), Defendants have forfeited all legal and equitable rights in the domain names "http://www.airtime-manager.com" and "http://www.clientcall-manager.com," and all rights, title, and interests in such domain names shall be transferred to Plaintiff Airtime as rightful owner of the "AIRTIME-MANAGER" and "CLIENTCALL-MANAGER" trademarks;

(c) Ordering that Defendants be adjudged to have violated state statutory and common law of trademark infringement and unfair competition by the unauthorized use of the "AIRTIME-MANAGER" and "CLIENTCALL-MANAGER" trademarks, and to have committed false advertising, to have interfered with contractual relations, and to have negligently made misrepresentations;

(d) Ordering that Defendant Bekanich be adjudged to have breached his fiduciary duty of loyalty to Plaintiff Airtime, to have interfered with Plaintiff Airtime's business relations, and to have misappropriated and converted Plaintiff Airtime's trade secrets, thereby ordering that all rights, title and interests in all trade secrets, inventions, trademarks, and other intellectual property disclosed in *pro se* application Serial Number

10/885,653 filed by Defendant Bekanich, as well as all legal and equitable rights, title and interests in all shares in Plaintiff Airtime held in the name of Defendant Bekanich, all of the foregoing to be ordered returned to the rightful ownership of Plaintiff Airtime.

(e) Ordering an accounting of all gains, profits, savings and advantages realized by Defendants from their acts of trademark infringement, unfair competition, and other counts;

(f) Ordering judgment against Defendant Bekanich in the sum of \$5,000, with interest in the rate of six percent (6%) from the date of the outstanding loan, the costs of the suit, and such other relief as may be proper and just;

(g) Granting a preliminary and permanent injunction restraining Defendants, their officers, directors, agents, employees, servants, attorneys, successors, assigns and others controlling, controlled by or affiliated with them and all those in privity or active concert or participation with any of the foregoing, and all those who receive actual notice by personal service or otherwise from registering, trafficking in, using, advertising, offering to sell or selling the trademark, or any other trade name, using the terms "AIRTIME-MANAGER" and "CLIENTCALL-MANAGER" alone or with any other elements, or any other trademark or trade name confusingly similar to the terms "AIRTIME-MANAGER" and "CLIENTCALL-MANAGER;" from otherwise competing unfairly with Plaintiff Airtime; and from contacting any Airtime customer, or assisting others in contacting any Airtime customer, with the express purpose of securing their business by deceitful or unlawful means.

(h) Ordering that, pursuant to Section 34(a) of the Lanham Act, 15 U.S.C. § 1116(a), Defendants shall serve upon Plaintiff Airtime within thirty (30) days after service on Defendants of an injunction, or such extended period as the Court may direct, a report

in writing under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;

(i) Ordering Defendants to deliver up for recall and destruction any and all wrappers, labels, containers, signs, advertisements, brochures, articles, business cards, bags, web site pages and related materials, receptacles and catalogs in the possession, custody or control of Defendants which, if used, would violate the injunction herein granted;

(j) Awarding such damages as Plaintiff Airtime shall establish in consequence of Defendants' acts of false designation of origin, unfair competition, and other counts, together with appropriate interest thereon, including three times the amount found as actual damages by the trier of fact to properly compensate Plaintiff Airtime for its damages, pursuant to 15 U.S.C. § 1117(a);

(k) Declaring that this is an exceptional case, pursuant to 15 U.S.C. § 1117(a), because of the willful and deliberate nature of Defendants' acts of trade name infringement, unfair competition, and awarding Plaintiff Airtime its reasonable attorneys' fees;

(l) Awarding Plaintiff Airtime its costs, fees, and expenses of this action;

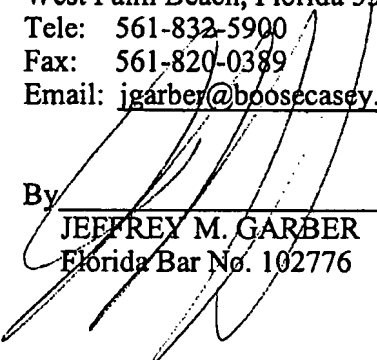
(m) Awarding Plaintiff Airtime actual damages and punitive or multiple damages as permitted under state and common law;

(n) Granting such other and further relief as this Court may deem just and proper.

Dated: September 2<sup>nd</sup>, 2005.

BOOSE CASEY CIKLIN LUBITZ  
MARTENS MCBANE & O'CONNELL  
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By

  
\_\_\_\_\_  
JEFFREY M. GARBER  
Florida Bar No. 102776

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

**CASE NO:** \_\_\_\_\_

\_\_\_\_\_  
**AIRTIME MANAGEMENT, INC.**

**Plaintiff,**

**v.**

**TIME TECHNOLOGIES, INC. and JOSEPH  
BEKANICH, individually,**

**Defendants.**  
\_\_\_\_\_

**DEMAND FOR JURY TRIAL**

Plaintiff Airtime Management, Inc. hereby demands trial by jury pursuant to the Federal Rules of Civil Procedure, Rule 38(b), on all issues properly heard by a jury.

Dated: September 2<sup>nd</sup>, 2005.

**BOOSE CASEY CIKLIN LUBITZ  
MARTENS MCBANE & O'CONNELL**  
Attorneys for Plaintiff  
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By \_\_\_\_\_

**JEFFREY M. GARBER**  
Florida Bar No. 102776